

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MUNICH REINSURANCE AMERICA, INC.

Petitioner,

-v-

NATIONAL CASUALTY COMPANY,

Respondent.
-----X

**WAIVER OF THE
SERVICE OF SUMMONS**

10 CV 5782

TO: MUNICH REINSURANCE AMERICA, INC. and its counsel of record, Bruce M. Friedman, Rubin, Fiorella & Friedman LLP, 292 Madison Avenue, 11th Floor, New York, New York 10017.

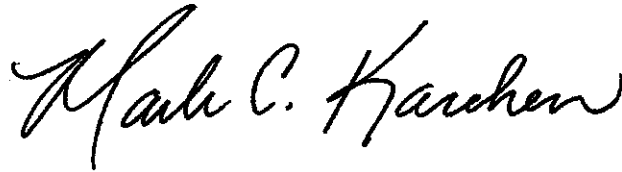
I have received your request to waive service of the summons along with a copy of the Notice of Petition to Compel Arbitration and to Appoint a Neutral Umpire, Petition to Compel Arbitration and to Appoint a Neutral Umpire, Civil Action Cover Sheet, Statement of Related Case, Memorandum of Law in Support of Petition to Compel Arbitration and to Appoint a Neutral Umpire, the Affidavit of Bruce M. Friedman, and a copy of a waiver form, but not a prepaid means for returning a proper and executed Waiver of the Service of Summons Form to you.

Respondent National Casualty Company, the entity I represent in the underlying arbitration giving rise to this action, agrees to save the expense of serving the summons, notice, petition and the other above-referenced items in this case.

National Casualty Company understands that it will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that National Casualty Company waives any objections to the absence of a summons or of service.

National Casualty Company also understands that it must file and serve an answer or motion under Rule 12 within 60 days from August 3, 2010, the date your request was sent. If National Casualty fails to do so, a default judgment will be entered against National Casualty Company.

Date: Wausau, Wisconsin
August 4, 2010



Mark C. Kareken
Attorney-in-Fact for National Casualty Company
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Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expense of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

“Good cause” does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant’s property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.